

BROOKS FIBER COMMUNICATIONS OF TULSA, INC.

O.C.C. TARIFF NO. 2
ORIGINAL PAGE 4.2

LOCAL EXCHANGE SERVICES

4. LOCAL EXCHANGE SERVICES

4.1 DESCRIPTION

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network. The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

4.2 GENERAL REGULATIONS

4.2.1 Service Area: Where facilities are available, the Company's service area consists of the area served by the following Tulsa area SWBT or General Telephone (GTE) central offices:

Elgin (SWBT), National (SWBT), Riverside (SWBT), Woodcrest (SWBT), and Broken Arrow (GTE).

4.2.2 Local Calling Areas: The local calling area for all Customers served by the Company shall include the entirety of the Tulsa City Wide Area Calling Plan as established by applicable orders of the Oklahoma Corporation Commission.

4.3 LOCAL CALLING SERVICE

4.3.1 Description

Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area as specified in applicable laws and regulations established by the State of Oklahoma, and by orders of the Oklahoma Corporation Commission, in effect and as amended.

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By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
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LOCAL EXCHANGE SERVICES (Continued)

4.4 EMERGENCY SERVICES (Enhanced 911)

- 4.4.1 Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

4.5 TELECOMMUNICATIONS RELAY SERVICE (TRS)

- 4.5.1 Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

GATEWAY S1 SERVICES

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GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES

5.1 DESCRIPTION

- 5.1.1 Gateway S1 Service provides a Customer with a connection to the Company's switched network which enables the Customer to:
- a) originate and receive calls from other stations on the public switched telephone network;
 - b) access the Company's Local Calling Services, Interexchange Calling Services, and Special Services as set forth in the Custom Exchange Service and Special Arrangements sections of this tariff;
 - c) access certain interstate and international calling services;
 - d) access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling; and;
 - e) access the service of other providers which utilize the Company's Gateway SA Service, as set forth under the tariff.

5.1.2 Definitions for Gateway S1 Service features are defined under Definitions, Section 1, of this tariff.

5.2 GENERAL REGULATIONS

- 5.2.1 Gateway S1 Service can not be used to originate calls to caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.
- 5.2.2 Each Gateway S1 Service corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.
- 5.2.3 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are intended to be limited duration programs which are beneficial to customers, and are not intended to replace the Company's obligations to seek approval of permanent rates and charges. The Company shall notify the Director of the Public Utility Division by letter specifying the service(s) offered, terms of the promotion, location and dates of each promotion. Such notice shall be provided 30 days prior to the initial offering of the campaign. Any promotional campaign found not to be in the best interest of the end-user(s) shall be rejected by the Director of the Public Utility Division and returned to the Company with a brief explanation of the reason for the rejection.

5.3 GATEWAY S1 BASIC BUSINESS LINE

5.3.1 Description

The Gateway S1 Basic Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Gateway S1 Basic Business Lines are provided for the connection of customer provided wiring, station sets or facsimile machines, or Key Systems.

GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES

5.3 GATEWAY S1 BASIC BUSINESS LINE

5.3.2 Standard Features

Each Gateway S1 Basic Business Line is provided with the following standard features:

Touch-Tone
Hunting

5.3.3 Optional Features

Distinctive Ring
Deny Terminating

5.3.4 Business Line Value Package

Business Line Value Package consisting of the following features is available with the Basic Business Line, Optional Features, and Security Package.

Call Forwarding - Variable
Call Forwarding - Busy
Call Forwarding - Don't Answer
Call Waiting
Cancel Call Waiting
3-Way Calling
Customer Changeable Speed Calling

5.3.5 Security Package

Security Package consisting of the following features is available with the Basic Business Line, Optional Features, and Business Value Line Package.

Calling Line Identification
Remote Activation of Call Forwarding
Call Trace

5. GATEWAY S1 SERVICES

5.1 DESCRIPTION

5.2 GATEWAY S1 ANALOG PBX TRUNK

5.4.1 Description

The Gateway S1 Analog PBX Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

5.4.2 Standard Features

Each Analog PBX Trunk will be provided with the following standard features

In, Out, Two-Way
Touch-Tone
Hunting

5.4.3 Security Package

The following features are provided with the, optional, Security Package:

Call Forwarding - Variable
Remote Activation of Call Forwarding
Call Trace

GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES (Continued)

5.5 GATEWAY S1 ANALOG DID TRUNK

5.5.1 Description

The Gateway S1 Analog DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time.

5.5.2 Standard Features

Each Analog DID Trunk will be provided with the following standard features

DID/Two Way

DTMF, MF or Dial Pulse signaling (as specified by the customer)

Trunk Group Hunting

5.5.3 Optional Features

ANI and DNIS with Conventional signaling

5.5.4 DID Telephone Numbers ⁽¹⁾

Individual

Group of 20

Group of 100

5.6 GATEWAY S1 DIGITAL PBX TRUNK

5.6.1 Description

The Gateway S1 Digital PBX Trunk provides a Customer with connection to the Company's switch via a DS-1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice-grade telephonic communications channels. Customer may employ Digital PBX Trunks in order to connect PBX or trunk-capable key systems to the Company's switch.

5.6.2 Standard Features

5.6.2.1 Each Gateway S1 Digital PBX Trunk is provided with the following standard features:

a) Terminal Interface: DSX-1 panel

5.6.2.2 Each of the channels has the following features:

a) Pulse Type: Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)

b) Directionality: DID/DOD or two way, as specified by the Customer. ⁽²⁾

c) Hunting

5.6.3 Optional Features:

ANI and DNIS with conventional signaling

⁽¹⁾ There must be a minimum of 10 trunks equipped for DID for every block of 100 or fewer numbers.

⁽²⁾ For DID configured Digital PBX Trunks, charges apply as specified under 5.8.1, following.

GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES (Continued)

5.6 GATEWAY S1 DIGITAL PBX TRUNK (Continued)

5.6.4 ISDN PRI Efficiency Package

5.6.4.1 The ISDN PRI Efficiency Package adds the following to the Digital PBX Trunk:

a) ISDN Primary Rate Interface signaling

5.6.4.1 The ISDN PRI Efficiency Package adds the following to the Digital PBX Trunk: (Continued)

b) Call-by-Call Service Selection

c) Out-of band ANI and DNIS via the D channel

d) One D channel per DS-1 facility or using NFAS, one D channel can control more than one DS1, and using D-channel backup, a secondary D-channel on another DS-1 can be designated to operate in case of failure of the primary DS-1 D channel.

e) DID Telephone Numbers: ⁽¹⁾

Individual

Group of 20

Group of 100

5.7 PAYMENT PLANS

5.7.1 The Gateway S 1 payment plan offers the customer two options for payment.

a) Fixed Monthly Rate Plan

Under this plan the customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3, 4, or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

b) Month-to-Month Plan

Under this plan the customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

⁽¹⁾ For DID configured Digital PBX Trunks, charges apply as specified under 5.8.1, following.

GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES (Continued)

5.8 RATES

5.8.1 Non-recurring and monthly rates apply as follows: ⁽¹⁾

	Non- Recurring (New) ⁽²⁾ , ⁽³⁾ , ⁽⁴⁾	Non- Recurring (Changes) ⁽⁵⁾ , ⁽³⁾ , ⁽⁴⁾	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
Gateway S1 Business Line								
Flat Rate	\$74.50		\$37.60	\$35.35	\$34.60	\$33.85	\$33.10	\$32.35
Optional Features								
Distinctive Ring								
Deny Terminating								
Business Line Value Pkg.								
	N/C		\$4.00	\$3.75	\$3.70	\$3.60	\$3.50	\$3.45
Security Pkg.	N/C		\$3.50	\$3.30	\$3.25	\$3.25	\$3.10	\$3.00
Gateway S1 Analog PBX Trunk								
Flat Rate	\$74.50		\$37.60	\$35.35	\$34.60	\$33.85	\$33.10	\$32.35
Security Pkg.	N/C		\$3.50	\$3.30	\$3.25	\$3.25	\$3.10	\$3.00
Gateway S1 Analog DID Trunk								
Flat Rate	\$80.50		\$67.85	\$63.75	\$62.40	\$61.10	\$59.70	\$58.35
Optional Features ⁽⁶⁾								
ANI and DNIS with convent'l signaling			\$25	\$25	\$25	\$25	\$25	\$25

⁽¹⁾ Service Connection Charges also apply, as specified under Section 3.⁽²⁾ Applies for the initial installation (new).⁽³⁾ Charge applies per line, per trunk, per feature, per package.⁽⁴⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.⁽⁵⁾ Applies for changes made, once the service has been established.⁽⁶⁾ Rates apply, per trunk.

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By: D. Craig Young, President
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GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES (Continued)
5.8 RATES (Continued)

	Non- Recurring (New) (1), (2), (3)	Non- Recurring (Changes) (4), (2),(3)	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
DID - Individual	\$5.00		\$1.00	\$.94	\$.92	\$.90	\$.88	\$.86
DID- Group of 20	\$30.00		\$8.00	\$7.50	\$7.35	\$7.20	\$7.05	\$6.90
DID- Group of 100	\$160.00		\$25.00	\$23.50	\$23.00	\$22.50	\$22.00	\$21.50
Gateway S1 Digital PBX Trunk								
DSX-1 Link	\$720.00		\$193.50	\$181.90	\$178.00	\$174.15	\$170.30	\$166.40
DID/Two Way port (MF, TT, DP signaling)								
Flat Rate	\$58.50		\$32.25	\$30.35	\$29.65	\$29.05	\$28.40	\$27.75
Non-DID port (MF, TT, DP signaling)								
Flat Rate	\$58.50		\$32.25	\$30.35	\$29.65	\$29.05	\$28.40	\$27.75
Optional Features ⁽⁵⁾								
ANI and DNIS with conventional signaling			\$.25	\$.25	\$.25	\$.25	\$.25	\$.25

⁽¹⁾ Applies for the initial installation (new)⁽²⁾ Charge applies per line, per trunk, per feature, per package.⁽³⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.⁽⁴⁾ Applies for changes made, once the service has been established⁽⁵⁾ Rates apply, per trunk.

GATEWAY S1 SERVICES

5. GATEWAY S1 SERVICES (Continued)

5.8 RATES (Continued)

	Non- Recurring (New) (1), (2), (3)	Non- Recurring (Change) (4), (2),(3)	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
ISDN PRI								
Efficiency Pkg. (5)	\$1300.00		\$700.00	\$658.00	\$644.00	\$630.00	\$616.00	\$602.00
DID -Individual	\$5.00		\$1.00	\$.94	\$.92	\$.90	\$.88	\$.86
DID- Group of 20	\$30.00		\$8.00	\$7.50	\$7.35	\$7.20	\$7.05	\$6.90
DID- Group of 100	\$160.00		\$25.00	\$23.50	\$23.00	\$22.50	\$22.00	\$21.50
Subscriber Line Charge (SLC)								
Per Line	N/A		\$3.50	N/A	N/A	N/A	N/A	N/A
Per Trunk	N/A		\$6.00	N/A	N/A	N/A	N/A	N/A

(1) Applies for the initial installation (new).

(2) Charge applies per line, per trunk, per feature, per package.

(3) When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

(4) Applies for changes made, once the service is established.

(5) Rates include monthly business line rates.

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By: D. Craig Young, President
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RESIDENTIAL SERVICE OFFERING

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RESIDENTIAL SERVICE OFFERING

6. RESIDENTIAL SERVICE OFFERING

6.1 Description

6.1.1 **Local Line - Residence:** Local Line - Residence provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number.

6.1.2 **Residence Service:** The term "residence service" denotes service provided when the following conditions exist:

- a) The main station is located in a private residence, or a residential room or apartment of a building of any type.
- b) All listings of the service are in names of individuals, without a business designation.

6.2 **Promotional Offerings:** The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are intended to be limited duration programs which are beneficial to customers, and are not intended to replace the Company's obligations to seek approval of permanent rates and charges. The Company shall notify the Director of the Public Utility Division by letter specifying the service(s) offered, terms of the promotion, location and dates of each promotion. Such notice shall be provided 30 days prior to the initial offering of the campaign. Any promotional campaign found not to be in the best interest of the end-user(s) shall be rejected by the Director of the Public Utility Division and returned to the Company with a brief explanation of the reason for the rejection.

6.3 Service Plans

6.3.1 **Flat Rate Service** - The term "flat rate service" denotes service where, for a stated monthly rate, unlimited calling is allowed to all other exchange service lines in the local service area of the exchange in which it is furnished.

6.3.2 Lifeline Telephone Assistance Program

6.3.2.1 Description

The lifeline Telephone Assistance Program provides for a \$3.50 reduction in the monthly rate for local exchange service for eligible residence customers subject to the following criteria:

- a) Applies only for a single telephone line for the principle residence of eligible households.
- b) Applicant must meet the requirements of a state established income test.
- c) Applicant must not be dependent for federal income tax purposes, unless applicant is more than 60 years of age.

RESIDENTIAL SERVICE OFFERING

6. RESIDENTIAL SERVICE OFFERING -(Continued)

6.3 Service Plans -(Continued)

6.3.2 Lifeline Telephone Assistance Program - (Continued)

6.3.2.2 Regulations

Applicant must be eligible for or receiving assistance or benefits under the Link-Up America program or from a low income assistance or energy assistance program administered by the Department of Human Services or the appropriate state agency charged with administering public assistance programs, or eligible for or receiving Supplemental Supplemental Security Income from the Social Security Administration.

When applying for the program, an eligible applicant must complete a Company application to certify they meet the requirements as specified in one of the qualifying programs previously described.

In addition, the applicant must provide to the Company, a certified card or letter of eligibility, which the appropriate agency has issued to show proof that they are eligible for or receiving assistance from one or more of the qualifying programs on the list maintained by the Oklahoma Corporation Commission.

6.3.3 Link Up America Assistance for Initiating Service

6.3.3.1 Applicability

The Link Up America Service Connection Program is a federally sponsored lifeline assistance program designed to make telephone service accessible to low-income residential households who are currently not on the public switched network. Through the program the Service Charge for the installation of the main residence access line, as described under Section 3, Service Connection Charges, will be discounted at the rate of fifty percent, not to exceed \$30.00. the remaining portion of the Service Charge may, at the customer's option be billed in equal increments over a four month period.

6.3.3.2 Eligibility Requirements

The following requirements shall be used by the Company to determine the eligibility of a subscriber for Link Up America assistance.

- a. For federal income tax purposes, the applicant is not a dependent unless over sixty years of age.
- b. The applicant must meet the requirements for eligibility for either Food Stamps, Aid to Families with Dependent Children, Medical assistance or Supplemental Security Income. Additionally, persons who are eligible recipients of income assistance for Vocational Rehabilitation (including Aid to the Hearing Impaired) are also eligible for Link Up America assistance.

Of the eligibility requirements listed above, item a. will be certified by the applicant and item b. will be state or Company certified.

RESIDENTIAL SERVICE OFFERING**6. RESIDENTIAL SERVICE OFFERING - (Continued)****6.4 Local Assistance Charging**

6.4.1. Where a customer requests assistance in placing or billing of local calls, charges equivalent to Service Charges for Dial Calling Card Station-to-Station, Operator Station-to-Station and Person-to-Person as found under Operator Services, Section 14, will apply.

6.4.2 Service Charges for Local Assistance are not applicable to calls placed from customers whose physical, visual, mental or reading handicaps prevent them from dialing the call. The method of exemption shall be via the completion of an exception form supplied by the Telephone Company and the Telephone Company's acceptance of that form.

6.5 Rates and Charges ⁽¹⁾

	<u>Monthly</u>
A) Local Line Residential ⁽²⁾	
Flat	\$14.50
Lifeline	\$ 7.25
Subscriber Line Charge (SLC)	\$ 3.50
B) Optional Features ⁽¹⁾	
Calling Number Delivery	\$ 5.00
Calling Number Delivery Blocking	\$ 3.00
Call Waiting	\$ 3.00
C) Directory Assistance	Rates Specified under Section 14
D) Operator Assistance	Rates Specified under Section 14
E) Directory Listings	Rates Specified under Section 7

⁽¹⁾ Service Connection Charges, as specified under Section 3, apply in addition to the Monthly Rates.

⁽²⁾ Monthly charges apply, per line.

In The Matter of

CC Docket No. _____

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

1. My name is Ricardo Zamora. I am Vice President - Local Interconnection for Southwestern Bell Telephone Company, ("SWBT"), a wholly owned subsidiary of Southwestern Bell Corporation ("SBC").
2. As Vice President - Local Interconnection, I am responsible for directing the negotiating process with all new Local Service Providers (LSP) in Southwestern Bell Telephone's five state region (Texas, Oklahoma, Missouri, Kansas, and Arkansas) in accordance with the Telecommunications Act of 1996 (Act).

PROFESSIONAL EXPERIENCE AND EDUCATION

3. I joined Southwestern Bell in June of 1973 in Austin, Texas, after receiving a Bachelor of Business Administration degree from Texas A&M University at Kingsville. From 1973 through May 1976, I worked in a variety of positions including Accounting Supervisor, Internal Auditor and Computer Operations Manager. In 1976, I worked in the Data Systems organization responsible for programming and methods for several financial applications. I continued my education and in 1982, I received a Masters of Business Administration from the University of Central Oklahoma. After several other positions and relocations, in 1984, I became the District Manager responsible for Oklahoma regulatory accounting functions including development of state rate case filings. In 1989, I became a Division Manager responsible for the Texas Comptrollers Operations staff and later became the Industry Relations Manager-Texas responsible for interconnection arrangements with independent companies. In 1990, I was promoted to Controller of Southwestern Bell Telephone Company. In November 1995, I assumed my present responsibilities.

PURPOSE OF AFFIDAVIT

4. This affidavit will show that Southwestern Bell Telephone Company (SWBT) has engaged in good faith negotiations with all parties interested in operating as a local service provider (LSP) within SWBT's five state territory. I intend to show SWBT's efforts at good faith negotiations two ways. First, I will give an overview of the processes we developed to respond to the needs of LSPs wanting to interconnect with our network and/or resell our services. Second, this affidavit will show the results of those processes by summarily describing agreements achieved through negotiations.

PROCESSES DEVELOPED TO PROMOTE NEGOTIATIONS IN GOOD FAITH

5. When I took on my current responsibilities, I needed to select individuals to serve as negotiators and in doing so, was generally allowed to select people from any organization in SWBT because of the importance placed on our compliance with the Act. I was looking for people with appropriate background and experience as well as a demonstrated ability to get along with others and to get the job done. I brought in attorneys to work with the negotiators and to explain our obligations under the Act, with an emphasis on the requirement for “good faith” negotiations. Working with the staff of Southwestern Bell’s Center for Learning, I arranged for a consultant to spend a week with my negotiators training us on how to listen and understand the needs of an LSP in order to avoid reaching impasse and how to work toward mutually acceptable positions. The time spent in training also allowed the negotiators to get to know one another as well as the attorneys with whom they would be working so we could have a common base of understanding against which to consider future real life questions regarding the provisions of the Act and good faith negotiations.
6. An team of account managers, known as the Competitive Provider Account Team (CPAT), was established and assigned responsibility for managing and servicing all activities pertaining to the new entrants into the local service market. Such entrants include AT&T, MCI, Sprint, MFS, Brooks Fiber, TCG and more than 100 others who have negotiated, or are in the process of negotiating, interconnection or resale agreements with SWBT. CPAT member responsibilities include providing a single point of contact for LSPs, negotiating with new LSPs, facilitating and conducting required meetings with SWBT subject matter experts, providing information to the LSPs, coming to terms on a negotiated agreement, and implementing the agreement.

7. At the start of 1996, I had three lead negotiators, three account managers, and several individuals from numerous departments (Network, Legal, Billing, 911, Exchange Carrier Relations, State Tariffs, etc.) who were assigned to assist with the negotiations. I had not expected to receive the volume of requests that materialized (136 to date), nor did I fully appreciate at the outset how complex and time-consuming the negotiations could become. In March 1996, one LSP advised that it had dedicated 40 employees to negotiate its agreement with SWBT and wanted us to be available for essentially full-time discussions for 135 days.
8. The CPAT team has been in existence approximately twenty-one months, and has grown to eighteen people. Of those eighteen, thirteen are account managers assigned to specific LSPs. Additional account managers, supervision, and support personnel are being added to support increased LSP activity, and will continue to be added as demand dictates.
9. At the start, my assumption was that LSPs seeking to negotiate interconnection agreements would not submit a formal request to negotiate until they had a business plan and knew where, how and when they wanted to enter the local exchange business. Some LSPs did have a "business plan" when they met with us. However, several LSPs used the negotiation process to gain information from SWBT in order to decide whether they wanted to operate in our five-state region.
10. Upon receipt of a written request to negotiate, SWBT provides a prompt response that assigns a lead negotiator to work with the LSP until an agreement is executed by both parties. An account manager is also appointed to act as the LSP's point of contact with SWBT throughout the negotiations and to serve as the LSP's advocate within SWBT as the agreement is implemented. The lead negotiator assembles subteams to address functional and operational issues such as network architecture, the exchange of billing records, directory listings and delivery, operator services, etc. Typically, meetings are initially scheduled with

the LSP at the first mutually acceptable date and the team stays assigned to the LSP until an agreement is reached.

11. For months, SWBT individuals responsible for negotiations held daily 8 a.m. conference calls in order to provide a timely status reports on issues raised during negotiations and to make sure they were being addressed. These daily calls served two purposes: (1) a means of keeping everyone participating in negotiations involved in the development of solutions to issues so that our responses to LSPs could be consistent, and (2) a forum for negotiators to reiterate the concerns raised by LSPs with the SWBT personnel supporting the negotiations. These conference calls are now held twice each week, with additional calls scheduled as needed.
12. Throughout the negotiation process, SWBT has kept an open mind and given serious consideration to changes in our positions or systems as requested by LSPs. On an as-needed basis, day-long meetings are arranged so that members of the negotiating teams, policy groups, and affected subject matter experts can review whether adjustments should be made to our negotiating positions. These sessions are another opportunity for negotiators to explain what LSPs would like to see changed and for subject matter experts to either come up with valid reasons why the request can or cannot be satisfied or to explore alternatives.
13. SWBT has responded promptly to widely divergent requests for interconnection. SWBT has shown flexibility regarding the official start of the statutory negotiations timeline offering to use the date of the request or the date of the first substantive negotiations meeting as “starting the clock.” SWBT has agreed to consider using a number of contract formats requested by LSPs as the base document for negotiations. In many of the negotiations, SWBT has also provided the LSP with an electronic version of contracts to allow for automatic comparisons between versions to identify changes in contractual language. In addition, SWBT has

offered to undertake the administration of contract language to reduce the resources required of the LSP; or , if important to the LSP, SWBT has agreed to allow control and updating of the contract to be performed by the LSP.

14. To facilitate entry, SWBT developed an informational packet for LSPs outlining entry into the local exchange business. The packet provides such items as the address for the state regulatory agencies, a request form to obtain a Company Code Number from the National Exchange Carrier Association, tax exemption forms for Federal and State taxes, instructions for obtaining NXX assignments, information on Common Language Location Codes, material for Bellcore's Local Exchange Routing Guide, and contacts on how to obtain SWBT's filed tariffs. In addition, after negotiations begin, SWBT provides each LSP with a written handbook that has helpful information for interconnecting with SWBT (the switch-based providers' handbook) or acting as a reseller of SWBT services (the resellers' handbook). Both books address topics such as ordering, trouble reporting, certification requirements, usage sensitive local connections, SWBT contact information, etc. Once a contract is executed, SWBT hosts LSPs in a training workshop on how to do business with SWBT and the process for passing service orders. Training is also offered on the functionality of operating support systems that can be used to pass service orders electronically, report trouble and handle billing inquiries. A number of LSPs have described the training as beneficial.

15. SWBT has also shown flexibility on scheduling and arrangements for negotiation meetings. On several occasions fact finding meetings have been held with prospective LSPs before a written request to negotiate has been received. Although the vast majority of SWBT's negotiating personnel and subject matter experts are located in St. Louis, a large number of meetings have been held in the cities where the LSPs have a business location. To reduce the

travel expenditures on the part of both parties, SWBT has arranged for video conference calls or audio conference bridges (sometimes left open all day) for use in negotiations between the parties and allow LSP personnel to participate from several locations. When scheduling conflicts arise or when time constraints become critical, SWBT willingly participates in negotiation sessions in the evenings and over the weekend. Whenever requested to involve higher levels of management to discuss/resolve contentious issues or hold periodic status discussions at the leadership level, SWBT has made senior managers available for such discussions.

16. SWBT has also shown significant flexibility in agreeing to close deals that include language that postures the LSP to get into business today and possibly obtain a better deal tomorrow. SWBT has offered a number of "most favored nations" categories and has not required LSPs to opt into entire contracts in order to get rates, terms and conditions from other contracts. Due to the timing of expected arbitrated decisions on a number of issues, SWBT has agreed to adjustment language allowing LSPs to avail themselves of arbitrated decisions without being a direct participant in the arbitration. SWBT has willingly agreed to continue negotiations on issues being arbitrated and has been successful in bringing to closure some disputed issues, thereby saving arbitration resources. Five state arbitration requests have been withdrawn before hearings have started as both parties were able to reach a mutually acceptable agreement through continued negotiations, including the arbitration requests of Sprint and Western Oklahoma Long Distance in Oklahoma.
17. Once an agreement is reached, implementation of the agreement is a complex process, requiring a tightly coordinated scheduling process which must be closely managed. In addition to negotiations, the account manager has responsibility for contract execution, including implementation planning with the LSP, negotiating schedules and activities, and carrying out

the agreed-to plan. The account manager itemizes all obligations under a given agreement, records the status of that activity, lists any due dates and identifies SWBT personnel responsible for various tasks. A matrix is completed for each interconnection agreement, where due to the complexity of some agreements, can sometimes contain hundreds to thousands of action items.

18. The account manager obtains all required information from the LSP including billing names and addresses, Operating Company Number (OCN), order processing contact names and numbers, trunk routing and translation information, maintenance contacts, network control center contacts, SS7 switch point code and CLLI code information, existing and ordered facility identification information, and other optional information such as directory delivery information, and operator service provider network codes. The account manager ensures that such information is properly disseminated within SWBT, and that all required internal system/network activities are completed.

19. In the course of negotiations, LSPs have sought and SWBT has been willing to consider and/or agree to provisions that arguably go beyond our obligation to negotiate under the Act.

Some examples follow:

- --When asked by an LSP to include a liquidated damages provision in the agreement, SWBT considered the LSP's concerns that such a provision would make sure that SWBT stressed to line employees the importance of meeting contractual commitments and agreed to the requested provisions.
- --When asked by an LSP to lease facilities to the LSP so that it could avoid the expense it otherwise would have incurred to purchase facilities to commence service, SWBT agreed to the leasing arrangement.

- --When asked by LSPs to transit their traffic through the SWBT tandem to facilitate their exchange of traffic with other local exchange companies, SWBT agreed to do so.
- --When asked by an LSP to transfer an entire NXX code to the LSP who obtains a customer from SWBT to whom that code had been reserved, SWBT agreed to do so.
- --Although it is not a telecommunications service under the Act, SWBT developed an inside wire maintenance offering and made it available to LSPs. As part of that offering, LSPs can use SWBT employees to offer LSP customers inside wire and telephone jack installation and maintenance expertise.
- --When asked by LSPs to develop electronic interface capabilities in advance of industry standards even being established, SWBT agreed to develop such capabilities and believes that it is well ahead of other companies in its developmental efforts. SWBT has spent weeks in discussions with one or more LSPs to understand their requirements for electronic interfaces and strongly believes that this cooperative approach to the development of operational requirements is the better approach. For additional information, refer to the affidavit of Ms. Elizabeth Ham.

20. The above is not to say that SWBT has been willing to concede all demands from LSPs. As everyone knows, there has been great uncertainty and debate as to the meaning of particular terms contained in the Act and participants to negotiations have simultaneously been adversaries in various regulatory proceedings. At times negotiations with individual LSPs have been concurrent with arbitrations with those same LSPs. When contract issues have